

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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|---|---|-------------------------|
| In re | x | |
| | : | Chapter 11 |
| SEARS HOLDINGS CORPORATION, <i>et al.</i> , | : | |
| | : | Case No. 18-23538 (RDD) |
| Debtors. | : | |
| | x | (Jointly Administered) |

DECLARATION OF MARYANN NORWOOD

I, Maryann Norwood, declare as follows:

a) I am an adult, over the age of eighteen (18) years, and of sound mind. I make the following Declaration from my own personal knowledge. If called to testify hereabout, I could and would do so competently.

b) I am currently the Corporate Counsel for WC Independence Center, LLC ("Independence Center"). Independence Center is the owner of non-residential real property located at 4023 S. Noland, Independence, Missouri 64055-3390 (the "Premises"). In addition, Independence Center is the successor-in-interest to a lease whereby Kmart Corporation (Debtor) leased a 124,367 square foot building located on the Premises. I am personally familiar with Independence Center's business operations and its business records, including but not limited to those operations and records that pertain to this bankruptcy case.

c) On July 17, 1998, Debtor entered in that certain Retail Lease (the "Independence Center Lease"), as amended from time to time, whereby Debtor leased a 124,367 square foot building for retail space on the Premises (the "Leased Premises") from Independence Center's successor-in-interest KRC Independence 806, Inc.

d) On the October 15, 2018 Petition Date, Debtor's licensee, Spirit Halloween ("Spirit"), occupied Debtor's leased space on the Premises. Spirit did not turn over Debtor's space on the Premises to Independence Center until November 9, 2018.

e) The Independence Center Lease requires the Debtor to pay rent and CAM charges to Independence Center, in advance, on the first day of each calendar month. As of the date of this Motion, the Debtor has not paid Independence Center for Spirit's use and occupancy of the Leased Premises in November in the total amount of Thirty-Eight Thousand Five Hundred and Seventy-Two and 36/100 Dollars (\$38,572.36). A true and correct copy of the Independence Center Lease Ledger (October 1, 2016–February 12, 2019), is attached to the Motion of WC Independence Center, LLC for Allowance of Administrative Expense Claim Pursuant to 11 U.S.C. § 365(d)(3) and Payment Thereof [Dkt. 2579] as **Exhibit A**.

f) The total amounts due and owing under the Independence Center Lease by Debtor, through November 9, 2018, is Thirty-Eight Thousand Five Hundred and Seventy-Two and 36/100 Dollars (\$38,572.36).

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

I declare under penalty of perjury under the laws of Texas and the United States that the foregoing is true and correct and that this Declaration was executed as of the date shown below in Austin, Travis County, Texas.

DATE: March 18, 2019

A handwritten signature in blue ink, reading "Maryann Norwood". The signature is written in a cursive, flowing style.

Maryann Norwood
Corporate Counsel